

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

William L. Grouell § Atty. Dkt. No.: 5181-51300 Inventor: Patent No.: 5,892,655 I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Issued: April 6, 199 Class Mail in an envelope addressed to: 08/883,847 Serial No.: Commissioner for Patents, Washington, D.C. 20231, on the date indicated below: Filing Date: 06/27/97 B. Noel Kivlin Name of Registered Representative Hard Disk Drive Heat Sink § For: § § § 01-31-2000 U.S. Patent & TMOfc/TM Mail Ropt Dt. #31 POWER OF ATTORNEY BY ASSIGNEE AND REVOCATION OF PREVIOUS POWERS **Assistant Commissioner for Patents** Washington, D.C. 20231

Sir:

SUN MICROSYSTEMS, INC., ("assignee"), a Delaware corporation having a place of business at 901 San Antonio Road, Palo Alto, California 94303, certifies that to the best of assignee's knowledge and belief it is the assignee of the entire right, title, and interest in and to the above-referenced patent and represents that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

Assignee has reviewed the assignment documents that evidence the placement of title in the assignee, true and correct copies of which are attached hereto, and understands and believes that these assignment documents have been submitted for recordation in the U.S. Patent and Trademark Office.

Pursuant to 37 C.F.R. §§1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and appoints

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each of said attorneys being employed by Sun Microsystems; and

Mark L. Berrier	Reg. No. 35,066
Dan R. Christen	Reg. No. 39,943
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each of said attorneys or agents being a member or an associate of the firm of Conley, Rose & Tayon, P.C., as attorney or agent for so long as they remain with such company or firm, with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Letters Patent.

Pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Send all future correspondence to:

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Assignee of Interest

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Dated: 12-21-99

Name: Kenneth Olsen

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Title: Vice President, Intellectual Property

FEBRUARY 23, 1998 PTAS

Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
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UNITED STATES DEPARTMENT OF COMMERCE

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UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

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BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GROUELL, WILLIAM L.

DOC DATE: 12/01/1997

ASSIGNEE:

SUN MICROSYSTEMS, INC. 901 SAN ANTONIO ROAD, PALO1-521 PALO ALTO, CALIFORNIA 94303

SERIAL NUMBER: 08883847

PATENT NUMBER:

FILING DATE: 06/27/1997

ISSUE DATE:

PEARLENE FOSTER, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

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foreign value name eller.

## 01-21-1998

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To the Assistant Commissioner for Patents. Please record the attached original documents or copy th 1. Nam f conveying party(ies): 2. Name and address of receiving party(ies): William L. Grouell Name: Sun Microsystems, Inc. Additional name(s) of conveying party(ies) attached? ☐ Yes **™** No Internal Address: 3. Nature of Conveyance: Street Address: 901 San Antonio Road, PAL01-521 X Assignment ☐ Merger City: Palo Alto ☐ Security Agreement ☐ Change of Name State: CA Zip: <u>94303</u> Other \_ Additional name(s) & address(es) attached?[] Yes [\*] No Execution Date: December 1, 1997 Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application S.N.(s) 08/883,847 B. Patent No.(s) Additional numbers attached? 

Yes 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Julian Caplan, Esq. 7. Total fee (37 CFR 3.41):....\$ 40.00 FLEHR HOHBACH TEST ALBRITTON & HERBERT Four Embarcadero Center, Suite 3400 ☑ Enclosed San Francisco, California 94111-4187 Authorized to be charged to deposit account 8. Deposit account number: 06-1300 Please debit any underpayment or credit any verpayment to the above deposit account. Our Order No. A-64456/JC-P2085 (Attach duplicate of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Julian Caplan <u>December 3, 1997</u> Name of Person Signing Date Total number of pages including cover sheet, attachments and document: [2] OMB No. 0651-0011 (exp. 4/94) 01/12/1998 JTIPPETT 00000078 08883847 03 FC:581 Do not detach this portion Mail documents to be recorded with required cover sheet information to: Commissi ner f Patents and Trademarks **Box Assignments** File N .: A-64456/JC (P2085) Washington, DC 20231 98550

## **ASSIGNMENT**

WHEREAS, the undersigned, (1) William L. Grouell, (hereinafter termed "Inventors"), residents of (1) San Ramon; respectively, States of (1) California, respectively, have invented certain new and useful improvements in HARD DISK DRIVE HEAT SINK and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention, US Serial Number 08/883,847 filed June 27, 1997; and

WHEREAS, Sun Microsystems, Inc., corporation of the State of Delaware, having a place of business at 2550 Garcia Avenue, Mountain View, State of California, 94043, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignce:

- 1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

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4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) Let day of <u>Nick-Wil</u> 1997, respectively.

(1) Lilliam L. Grouell